

Memorandum for General RFP Services

To: Vendor with current valid proposal for General RFP #3538 for Consulting Services
From: David L. Litchliter
CC: ITS Project File Number 37990
Date: December 5, 2008
Subject: Letter of Configuration (LOC) Number 37990 for contractual services to provide consulting services to maintain and support the Mississippi Criminal History System (MCHS) for the Mississippi Department of Public Safety, Criminal Information Center, (MDPS CIC)
Contact Name: Ravaughn Robinson
Contact Phone Number: 601-359-5280
Contact E-mail Address: Ravaughn.Robinson@its.ms.gov

The Mississippi Department of Information Technology Services (ITS) is seeking the services described below on behalf of the Mississippi Department of Public Safety, Criminal Information Center, (MDPS CIC). Our records indicate that your company currently has a valid proposal on file at ITS in response to General RFP #3538 for Consulting Services. Our preliminary review of this proposal indicates that your company offers services that are appropriate to the requirements of this project. Written responses for the requested services will be considered.

1. GENERAL LOC INSTRUCTIONS

- 1.1 Beginning with Item 3, label and respond to each outline point as it is labeled in the LOC.
- 1.2 The Vendor must respond with "ACKNOWLEDGED," "WILL COMPLY," or "AGREED" to each point in the LOC including the attached *Professional Services Agreement*, Attachment D.
 - 1.2.1 "ACKNOWLEDGED" should be used when a Vendor response or Vendor compliance is not required. "ACKNOWLEDGED" simply means the Vendor is confirming to the State that he read the statement. This is commonly used in sections where the agency's current operating environment is described or where general information is being given about the project.

- 1.2.2 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the Vendor will adhere to the requirement. These terms are used to respond to statements that specify that a Vendor or Vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.3 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See instructions in Item 8 regarding proposal exceptions.)
- 1.4 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested in addition to “WILL COMPLY” or “AGREED”.
- 1.5 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. **GENERAL OVERVIEW AND BACKGROUND**

The Mississippi Department of Public Safety Criminal Information Center (MDPS CIC) is requesting the services of developers to assist in the upgrading, supporting, and long-term maintenance of their Mississippi Criminal History System (MCHS). MDPS seeks to acquire the services of developers qualified to perform specific programming and development services for this system.

The state of Mississippi has a statutory responsibility to maintain a computerized repository of criminal history for the state. To fulfill the responsibility, CIC built MCHS in 1996-1997. MCHS has been operational since early 1998 and includes a criminal history database, automated fingerprint-based workflows, and web-based administration and reporting. Automated workflows process transactions to maintain the criminal history including arrests, Department of Corrections intake actions, and criminal case dispositions. Fingerprint-based applicant workflows support gun purchase and employment checks.

MCHS interfaces with the NEC Integra Automated Fingerprint Identification System (AFIS), with the national law enforcement telecommunication system (NLETS), the FBI National Criminal Information Center (NCIC), and FBI Interstate Identification System (IIS) via the law enforcement message switch, with the FBI Integrated Automated Fingerprint Identification System (IAFIS), and with more than 200 fingerprint card and live scan fingerprint stations around the state.

In 2006, a major migration replaced all the hardware with low-cost Intel-based processors and most of the proprietary software infrastructure with open source products including Linux operating system, PostgreSQL DBMS, Apache web server, and Tomcat servlet engine.

MCHS is a high-availability system built over a redundant trio of processors running Red Hat Enterprise Linux, connected to a shared Network Attached Storage (NAS) via iSCSI (internet SCSI) network. Under the control of Red Hat Cluster Suite, seven subsystems are automatically migrated to another machine if one machine or subsystem fails.

3. PROCUREMENT PROJECT SCHEDULE

Task	Date
Release of LOC	Friday, December 5, 2008
Deadline for Vendors' Written Questions	Wednesday, December 17, 2008
Addendum with Vendors' Questions and Answers	Tuesday, December 23, 2008
Proposals Due	Tuesday, January 6, 2009
Proposal Evaluation/	Tuesday, January 6, 2009 through Monday, January 12, 2009
Interviews	Wednesday, January 14, 2009 and Thursday, January 15, 2009
Notification of Award	Friday, January 16, 2009
Contract Negotiations/Execution	Friday, January 16, 2009 – Friday, January 30, 2009
Awarded Work to Begin	Monday, February 2, 2009

4. STATEMENTS OF UNDERSTANDING

4.1 From the issue date of this LOC until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this LOC with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this LOC must be submitted in writing to the State's Contact Person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this LOC. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this LOC. **Vendors failing to comply with this requirement will be subject to disqualification.**

4.1.1 The State contact person for the selection process is: Ravaughn Robinson, Technology Consultant, 301 North Lamar Street, Ste. 508, Jackson, Mississippi 39201, 601-359-5280, Ravaughn.Robinson@its.ms.gov.

4.1.2 Vendor may consult with State representatives as designated by the State contact person identified in 4.1.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

- 4.2 The anticipated start date is Monday, February 2, 2009. Awarded Vendor(s) will be notified of the actual start date upon completion of the evaluation and contract negotiation process.
- 4.3 Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

5. QUALIFICATIONS OF SUCCESSFUL INDIVIDUAL(S)

- 5.1 Vendor must be aware the specifications listed below are minimum requirements. Should the Vendor choose to propose consultant(s) who exceed the requirements, it is the Vendor’s responsibility to specify in what matter the proposed consultant(s) exceeds requirements.
- 5.2 Individual(s) proposed must have verifiable working experience in the following areas.

	Technical Skill Set	Requirement
5.2.1	UNIX	7 years

5.2.2	Red Hat Enterprise Linux 5	5 years
5.2.3	RDBMS	5 years
5.2.4	PostgreSQL 8.3	3 years
5.2.5	BEA Tuxedo 8.1	5 years
5.2.6	XML	5 years
5.2.7	HTML	5 years
5.2.8	Java/JDBC/JavaMail	7 years
5.2.9	Apache 2.0/Tomcat 5.5	5 years
5.2.10	Java Server Pages (JSPs)/Servlets/JavaScript	5 years
5.2.11	DBForms JSP Tag Library	2 years
5.2.12	Tool Command Language (Tcl)	5 years
5.2.13	C/C++ with imbedded SQL	7 years
5.2.14	RedHat Cluster Suite/ Global File System	2 years
5.2.15	OpenLDAP	5 years
5.2.16	Domain Naming System (DNS)	5 years
5.2.17	Subversion	2 years

5.3 Individual(s) proposed must have the following business skills.

	Business Skill Set/Requirements	Requirement
5.3.1	Ability to effectively communicate in English verbally and in writing	No minimum requirement specified
5.3.2	Ability to interact with functional users and technical staff regarding business and information technology needs	No minimum requirement specified

5.3.3	Ability to listen and solve problems	No minimum requirement specified
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- 5.4 Individual(s) proposed may be given additional consideration for the following skills.

	Technical/Business Skill Set	Requirement
5.4.1	ANSI/NIST-CSL 1-1993 - Data Format for the Interchange of Fingerprint Information	7 years
5.4.2	EFTS – FBI’s Electronic Fingerprint Transmission Specification	7 years
5.4.3	NLETS – National Law Enforcement Telecommunications System	5 years
5.4.4	III – FBI’s Interstate Identification System	5 years
5.4.5	NEC Integra AFIS Interface Specification	1 years

- 5.5 Individuals proposed must be U.S. citizens or meet and maintain employment eligibility requirements in compliance with all INS regulations. Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U.S. citizens.

6. PROPOSAL SUBMISSION AND EVALUATION

- 6.1 Vendor must propose a fully-loaded hourly rate, including travel, to work on-site at MDPS CIC in Pearl, Mississippi and a non-loaded hourly rate to work remotely.
- 6.2 Vendor must commit to the proposed hourly rates for one year. Vendors must state the maximum annual percentage increase for their hourly rate, not to exceed 5% per state fiscal year. This price escalation cap will be incorporated into the contract.
- 6.3 *Experience Reference Information and Experience Identification Forms* (Attachment B) must be completed and submitted with Vendor’s response for each individual proposed. All relevant experience must be included in the *Experience Reference Information and Experience Identification Information Forms* (Attachment B). Proposals received without *Experience Reference Information and Experience Identification Information Forms* (Attachment B) for each proposed individual will be eliminated from consideration.

- 6.4 The *Experience Reference/Identification Information Forms* (Attachment B) must show the amount of experience **in years and months (e.g. 5 years, 2 months)** and the **applicable specification(s)** met by each project.
- 6.5 All experience listed must refer to a specification in this LOC (see 5.2, 5.3, and 5.4). **Vendors must list the amount of experience in years and months (e.g. 5 years, 2 months) on the *Experience Identification Form* (Attachment B) for each specification.** Experience Reference Information and Experience Identification Forms that are not completely filled out may be eliminated from further consideration.
- 6.6 Individuals who do not meet the minimum requirements described in specifications 5.2 through 5.3 will be eliminated from consideration. The experience listed on the *Experience Reference Information and Experience Identification Forms* (Attachment B) must be verifiable via reference checks. Experience listed that cannot be verified will not count toward the minimum requirement.
- 6.7 A copy of the individual(s) resume must be included. Proposals received without resumes may be eliminated from consideration. However, ITS will not use a resume to add experience to the *Experience Reference Information and Experience Identification Forms* (Attachment B).
- 6.8 A telephone number must be included for each individual proposed so he can be contacted for a telephone interview. ITS will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls. ITS will work with the Vendor to set up a date and time for the interview; however, ITS must be able to contact the individual directly.
- 6.9 Individuals scoring less than 50% of telephone interview points may be eliminated from further consideration.
- 6.10 Proposed individuals may be required to attend an on-site interview with MDPS CIC. All costs associated with the on-site interview will be the responsibility of the Vendor. Individual(s) proposed must be available for an on-site interview with a 7 calendar day notice from ITS.
- 6.11 Individuals scoring less than 75% of on-site interview points may be eliminated from further consideration.
- 6.12 Reference information must be completed and submitted with Vendor's response for each proposed individual. Vendor must provide at least 3 references for each proposed individual. ITS prefers that references be from completed and/or substantially completed jobs that closely match this request. Reference information must correlate to the information provided on the *Experience Reference Information Form* (Attachment B). Reference information must include, at a minimum, company, supervisor's name, supervisor's telephone number, supervisor's e-mail and a brief description of

the project. References that are no longer in business cannot be used. Inability to reach the reference will result in that reference being deemed non-responsive.

- 6.13 Individuals receiving negative references may be eliminated from further consideration.
- 6.14 A properly executed contract is a requirement of this LOC. After an award has been made, it will be necessary for the awarded Vendor to execute a contract with ITS. A *Standard Professional Services Agreement* (Attachment D) has been attached for your review. The inclusion of this contract does not preclude ITS from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this LOC. If Vendor can not comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* (Attachment C) explained in Item 8 and attached to this LOC. If the awarded Vendor has a Master Agreement with ITS, it may not be necessary to negotiate a separate contract.
- 6.15 Winning Vendor must be willing to sign the attached *Professional Services Agreement* (Attachment D) within 15 working days of the notice of award. If the Professional Services Agreement is not executed within the 15 working day period, ITS reserves the right to negotiate with the next lowest and best Vendor in the evaluation.
- 6.16 Vendor must provide the state of incorporation of the company and a name, title, address, telephone number and e-mail for the "Notice" article of the contract.

7. REQUIREMENTS FOR AWARDED WORK

- 7.1 Initial contract period will be from February 2, 2009 through February 1, 2012. The number of contract hours will not exceed 3600 hours. The State reserves the right to extend the contract for additional term(s).
- 7.2 Individual(s) must be available to work on-site at MDPS CIC, located at 3891 Highway 468 West, Pearl, Mississippi 39208, on a mutually agreed schedule as deemed to be required by Clay Johnston.
- 7.3 The individual(s) must be available during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Individual(s) may occasionally be required to work outside of these hours.
- 7.4 Awarded individual(s) must have all work to be completed remotely pre-approved by MDPS CIC. Some of the tasks required under this agreement, such as training, must be performed on-site at the MDPS CIC office located at 3891 Highway 468 West, Pearl, Mississippi, 39208.

- 7.5 Awarded individual(s) may be required to attend standing, on-site meetings with MDPS CIC.
- 7.6 The individual(s) awarded to provide these services will remain part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of ITS. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.
- 7.7 CIC will provide workspace for up to two individuals. CIC will also provide equipment for on-site work. Vendor is responsible for providing equipment for any pre-approved off-site work.

8. PROPOSAL EXCEPTIONS

- 8.1 Please return the attached *Proposal Exception Summary Form*, Attachment C, with all exceptions listed and clearly explained or state “No Exceptions Taken.” If no Proposal Exception Summary Form is included, the Vendor is indicating that no exceptions are taken.
- 8.2 Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this memorandum, including a specification denoted as mandatory, as long as the following are true:
 - 8.2.1 The specification is not a matter of State law;
 - 8.2.2 The proposal still meets the intent of the procurement;
 - 8.2.3 A *Proposal Exception Summary Form* (Attachment C) is included with Vendor’s proposal; and
 - 8.2.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form* (Attachment C).
- 8.3 The Vendor has no liability to provide items to which an exception has been taken. ITS has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and ITS will discuss each exception and take one of the following actions:
 - 8.3.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 8.3.2 ITS will determine that the exception neither poses significant risk to the project nor undermines the intent of the procurement and will accept the exception;

- 8.3.3 ITS and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or,
- 8.3.4 None of the above actions is possible, and ITS either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
- 8.4 Should ITS and the Vendor reach a successful agreement, ITS will sign adjacent to each exception which is being accepted or submit a formal written response to the Proposal Exception Summary responding to each of the Vendor's exceptions. The Proposal Exception Summary, with those exceptions approved by ITS, will become a part of any contract on acquisitions made under this procurement.
- 8.5 An exception will be accepted or rejected at the sole discretion of the State.
- 8.6 Prior to taking any exceptions to this procurement, ITS requests that, to the extent possible, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to ITS or participated in contract negotiations with ITS on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

9. SCORING METHODOLOGY

- 9.1 ITS will use any or all of the following categories in developing a scoring mechanism for this LOC prior to the receipt of proposals. All information provided by the Vendors, as well as any other information available to ITS staff, will be used to evaluate the proposals.
 - 9.1.1 Cost
 - 9.1.2 Experience
 - 9.1.3 Interview
 - 9.1.4 References
 - 9.1.5 Value-Add
- 9.2 Each category included in the scoring mechanism is assigned a weight between one and 100. The sum of all categories, other than Value-Add, will equal 100 possible points. Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the selection committee. These points will be added to the total score.

10. INSTRUCTIONS TO SUBMIT COST INFORMATION

Please use the attached *Cost Information Form* (Attachment A), to provide cost information. Follow the instructions on the form. Incomplete forms will not be processed.

11. DELIVERY INSTRUCTIONS

- 11.1 **Vendor must deliver their response to Ravaughn Robinson at ITS by Tuesday, January 6, 2009, by 3:00 P.M. (Central Time).** Responses may be delivered by hand, via regular mail, overnight delivery, email or by fax. Fax number is (601) 354-6016. ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF PROPOSALS. It is solely the responsibility of the Vendor that proposals reach ITS on time. Vendors should contact Ravaughn Robinson to verify the receipt of their proposals. Proposals received after the deadline will be rejected.
- 11.2 If you have any questions concerning this request, please e-mail Ravaughn Robinson of ITS at Ravaughn.Robinson@its.ms.gov. **Any questions concerning the specifications detailed in this LOC must be received by Wednesday, December 17, 2008, by 3:00 P.M. (Central Time).**

Enclosures: Attachment A, Cost Information Form
Attachment B, Experience Reference Information and Experience Identification Forms
Attachment C, Proposal Exception Summary Form
Attachment D, Standard Professional Services Agreement

ATTACHMENT A
COST INFORMATION FORM – LOC NUMBER 37990

Please submit the **ITS** requested information response under your general proposal **#3538** using the following format.

Send your completed form back to the Technology Consultant listed below. If the necessary information is not included, your response cannot be considered.

ITS Technology Consultant

Name: Ravaughn Robinson **RFP #** 3538

Company

Name: _____ **Date:** _____

Contact Name: _____ **Phone #:** _____

Contact E-mail: _____

PROFESSIONAL SERVICES	INDIVIDUAL NAME	HOURLY RATE**	INDIVIDUAL'S DIRECT TELEPHONE #

****It is understood by all parties that fully loaded rates will be charged for services that require on-site visits. Travel, subsistence, and any related expenses are included in the fully loaded rates. Services that do not require on-site visits will be charged at the non-loaded rates.**

ATTACHMENT B
EXPERIENCE REFERENCE INFORMATION
AND
EXPERIENCE IDENTIFICATION FORMS
(3 references are required per individual)

ATTACHMENT C
PROPOSAL EXCEPTION SUMMARY FORM

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	

ATTACHMENT D
PROJECT NUMBER 37990
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY, CRIMINAL INFORMATION
CENTER,

This Professional Services Agreement (hereinafter referred to as "Agreement") is entered into by and between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR STREET ADDRESS** (hereinafter referred to as "Contractor"), and Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi Department of Public Safety, Criminal Information Center, located at 3891 Highway 468 West, Pearl, Mississippi 39208 (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

WHEREAS, Customer, pursuant to Letter of Configuration Number 37990 dated **INSERT DATE OF PUBLICATION** (hereinafter referred to as "LOC"), based on General Request for Proposals ("RFP") No. 3538 requested proposals for the acquisition of a consultant to assist in the upgrading, supporting and maintenance of Customer's Mississippi Criminal History System, and

WHEREAS, Contractor was the successful proposer in an open, fair and competitive procurement process to provide the services described herein;

NOW THEREFORE, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 PERIOD OF PERFORMANCE

1.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue until the close of business on December 31, 2011. At the end of the initial term, this Agreement may, upon the written agreement of the parties, be renewed for an additional term, the length of which will be agreed upon by the parties. Under no circumstances, however, shall this Agreement be renewed beyond December 31, 2013. Sixty (60) days prior to the expiration of the initial term or any renewal term of this Agreement, Contractor shall notify Customer and ITS of the impending expiration and Customer shall have thirty (30) days in which to notify Contractor of its intention to either renew or cancel the Agreement.

1.2 This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Customer following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

ARTICLE 2 SCOPE OF SERVICES

Contractor shall assign **INSERT NAME** to assist Customer in upgrading, supporting and maintaining Customer's Mississippi Criminal History System as specified in the LOC and Contractor's proposal, as accepted by Customer, in response thereto, which are both incorporated herein by reference. It is understood by the Contractor that the individual assigned to perform such services shall work under the direction of Customer's MIS Director, Mr. Clay Johnston, or his designee, whose responsibilities include assigning, directing and monitoring the daily work and assessing the quality of the work in accordance with the Warranty Article herein. While Contractor's work is to be performed primarily on-site in the Customer's offices in Pearl, Mississippi, it is understood that with the Customer's written approval, certain work can be performed off-site if it can be demonstrated to the Customer's satisfaction that the off-site work provides a savings to the Customer and that the work done off-site does not interfere with or slow the progress of the project or reduce the quality of the work. Contractor accepts full responsibility for all problems arising out of a decision to perform off-site work. The parties understand and agree that while the usual work hours will be 8:00 A.M. to 5:00 P.M. (Central Time) Monday through Friday, occasionally they may be required to work outside of these hours.

ARTICLE 3 CONSIDERATION AND METHOD OF PAYMENT

3.1 As consideration for the performance of this Agreement, Customer shall pay Contractor **INSERT COST PER HOUR** per hour for the actual number of hours worked, not to exceed 1,200 hours annually. It is understood by the parties that travel, subsistence and any related project expenses are included in this hourly rate. No additional costs will be added to the monthly invoices for such expenses. It is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the specified sum of **INSERT TOTAL COMPENSATION**. Contractor shall keep daily records of the actual number of hours worked and of the tasks performed and shall immediately supply such records to Customer upon request.

3.2 Contractor shall submit an invoice monthly with the appropriate documentation to Customer for any month in which services are rendered. Upon the expiration of this Agreement, Contractor shall submit the final invoice with appropriate documentation to Customer for payment for the services performed during the final month of this Agreement. The State may, at its sole discretion, require Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by Customer within forty-five (45) days of receipt of the invoice. Contractor understands and agrees that Customer is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies that make payments through the Statewide Automated Accounting System ("SAAS") shall be made and remittance information provided electronically as directed by the State. Payments by SAAS agencies shall be deposited into the bank account of the Contractor's choice.

3.3 Acceptance by the Contractor of the last payment from the Customer shall operate as a release of all claims against the State by the Contractor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

ARTICLE 4 WARRANTY

4.1 The Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Customer may, at its option, either terminate this Agreement immediately pursuant to the termination article herein, or require Contractor to provide replacement personnel satisfactory to Customer within thirty (30) calendar days of Contractor's receipt of notification from Customer. Whether or not the departing personnel are to continue working while Contractor attempts to find replacement personnel is at the sole discretion of the Customer. If Contractor is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Contractor will not charge Customer for those hours; otherwise, Customer shall pay for all actual hours worked prior to Customer's notification of replacement request to Contractor.

4.2 Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

ARTICLE 5 EMPLOYMENT STATUS

5.1 Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

5.2 Contractor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who

shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Customer.

5.3 Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. Customer may, however, direct Contractor to replace any of its employees under this Agreement.

5.4 Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

5.5 It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by Customer for any purpose from said contract sum, except as permitted herein in the article titled "Termination".

ARTICLE 6 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy.

ARTICLE 7 MODIFICATION OR RENEGOTIATION

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 8 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

8.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for this project. The Customer is only required to negotiate with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties, and subcontractors.

8.2 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

8.3 Contractor must obtain the written approval of Customer before subcontracting any portion of this Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Customer may deem necessary.

8.4 Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

8.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Contractor and the Customer, where such dispute affects the subcontract.

ARTICLE 9 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 10 TERMINATION

10.1 Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period; (c) Customer may terminate the Agreement in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Contractor if Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary; (d) Customer may terminate this Agreement immediately as outlined in the Warranty Article herein, or (e) Customer may

terminate the Agreement for any reason without the assessment of any penalties after giving thirty (30) days written notice specifying the effective date thereof to Contractor. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

10.2 Notwithstanding the above, Contractor shall not be relieved of liability to Customer for damages sustained by Customer by virtue of any breach of this Agreement by Contractor, and Customer may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due Customer from Contractor are determined.

ARTICLE 11 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor expressly agrees that under no circumstances shall Customer be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Agreement shall affect any statutory rights Customer may have that cannot be waived or limited by contract.

ARTICLE 12 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 13 SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 14 CAPTIONS

The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

ARTICLE 15 HOLD HARMLESS

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 16 THIRD PARTY ACTION NOTIFICATION

Contractor shall notify Customer in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or Customer by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Contractor's performance under this Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of this Agreement and the Customer may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 17 AUTHORITY TO CONTRACT

Contractor warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 18 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Mr. David L. Litchlitter, Executive Director, Mississippi Department of Information Technology Services, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201. Customer's address for notice is: Major Larry Waggoner, Director, Mississippi Criminal Information Center, 3891 Highway 468 West, Pearl, Mississippi 39208. The Contractor's address for notice is: **INSERT NAME, TITLE, AND ADDRESS OF VENDOR PERSON FOR NOTICE**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 19 RECORD RETENTION AND ACCESS TO RECORDS

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 20 INSURANCE

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Customer with a certificate of conformity providing the aforesaid coverage.

ARTICLE 21 DISPUTES

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Contractor and Customer, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 22 COMPLIANCE WITH LAWS

Contractor shall comply with, and all activities under this Agreement shall be subject to, all Customer policies and procedures, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability.

ARTICLE 23 CONFLICT OF INTEREST

Contractor shall notify the Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the Customer's satisfaction, the Customer reserves the right to terminate this Agreement.

ARTICLE 24 SOVEREIGN IMMUNITY

By entering into this Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 25 CONFIDENTIAL INFORMATION

25.1 Contractor shall treat all Customer data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Contractor following any termination or completion of this Agreement.

25.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

ARTICLE 26 EFFECT OF SIGNATURE

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

ARTICLE 27 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All data, electronic or otherwise, collected by Contractor and all source code, documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Contractor in connection with this Agreement, whether completed or in progress, shall be the property of Customer upon completion of this Agreement or upon termination of this Agreement. Customer hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Agreement. Contractor is prohibited from use of the above described information and/or materials without the express written approval of Customer.

ARTICLE 28 NON-SOLICITATION OF EMPLOYEES

Contractor agrees not to employ or to solicit for employment, directly or indirectly, any of the Customer's employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by the Customer and the Contractor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 29 ENTIRE AGREEMENT

29.1 This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The LOC, General RFP No. 3538 and Contractor's Proposals in response thereto are hereby incorporated into and made a part of this Contract.

29.2 The Contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A.** This Agreement signed by the parties hereto;
- B.** Any exhibits attached to this Agreement;
- C.** LOC;
- D.** General RFP No. 3538 and written addenda, and

- E.** Contractor's Proposals, as accepted by Customer, in response to the LOC and General RFP No. 3538.

29.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Contractor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("E. Contractor's Proposals").

ARTICLE 30 STATE PROPERTY

Contractor shall be responsible for the proper custody of any Customer-owned property furnished for Contractor's use in connection with work performed pursuant to this Agreement. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

ARTICLE 31 SURVIVAL

Articles 4, 11, 15, 19, 24, 25, 27, 28, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 32 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 33 SPECIAL TERMS AND CONDITIONS

It is understood and agreed by the parties to this Agreement that there are no special terms and conditions.

ARTICLE 34 NETWORK SECURITY

Contractor and Customer understand and agree that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Contractor and Customer agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State's premises. Contractor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the Contractor's premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require the Contractor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

ARTICLE 35 STATUTORY AUTHORITY

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Customer's or Contractor's contractual obligations, financial or otherwise, contained within this Agreement.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of Mississippi Department of Public
Safety, Criminal Information Center,**

INSERT VENDOR NAME

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: David L. Litchliter

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____